

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Don Harr, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

(a) The Carrier violated the Scope Rule of the current Signalmen's Agreement when it assigned the installation and maintenance of electric lighted switch lamps in the vicinity of Caledonia, Illinois, Northwestern Seniority District, to employees not covered by the Signalmen's Agreement.

(b) Mr. D. A. Knuth, Signal Maintainer, Janesville, Wisconsin, and Mr. E. Pulfuss, Signal Helper, presently laid off, be compensated at their respective rates of pay for the equivalent number of hours paid other employees. [Carrier's File: 79-9-32.]

EMPLOYEES' STATEMENT OF FACTS: On or about August 2, 1962, Carrier assigned employees not covered by the Signalmen's Agreement to replace eight oil lighted switch lamps with electric lighted switch lamps on the Janesville, Wisconsin signal maintenance territory. We contend that the installation and maintenance of electric switch lamps is signal work covered by the Scope of the Signalmen's Agreement, and that Claimants should be compensated for the amount of time the other employees were paid to perform that work.

The claim was initiated on August 21, 1962, by the Local Chairman, subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. The correspondence that constitutes the handling of this claim on the property is Brotherhood's Exhibit Nos. 1 through 7, inclusive.

There is an agreement in effect between the parties to this dispute, bearing an effective date of June 1, 1951, as amended, which is by reference thereto made a part of the record in this dispute.

CARRIER'S STATEMENT OF FACTS: Prior to August 2, 1962 the C&NW had in operation in and around Caledonia, Illinois a number of kerosene lighted switch lamps. From information now available to the Carrier, these switch lamps were originally installed by, and had at all times been maintained by Track Department employees employed by the Carrier.

On August 2, 1962 Track Department employees of the Carrier replaced eight of these kerosene lighted switch lamps with battery operated switch lamps.

Claim has been presented in this case that the agreement between this Carrier and the Brotherhood of Railroad Signalmen was violated when the installation and maintenance of these switch lamps was assigned to employees not covered by the Signalmen's Agreement, in other words to maintenance of way employees. Claim has been denied.

OPINION OF BOARD: On or about August 2, 1962, Carrier assigned employees not covered by the Signalmen's Agreement to replace oil lighted switches with electric lighted switch lamps in and around Caledonia, Illinois. There is no dispute that for a number of years prior to August 2, 1962, these switch lamps were installed and maintained by Maintenance of Way employees. Caledonia is on the "Caledonia Line," a line extending from Harvard, Illinois to Evansville, Wisconsin, through Beloit, Wisconsin, and used as an alternate route for trains operating on the main line from Chicago through Janesville to Madison, Wisconsin.

The Organization contends that the installation and maintenance of electric switch lamps is signal work covered by the Scope Rule of the Signalmen's Agreement, and that Claimants should be compensated for the amount of time the other employees were paid to perform that work.

We need to look at only Section 1 (m) 3. of the Scope Rule to resolve this claim. Section 1 (m) 3. reads.

"3. Lighting of Signals, except such oil lighted outlying train order signals, outlying switch signals, outlying interlocking plain signals, and yard or main line switch lights that are assigned to other classes."

From a review of the record it is clear that the "Caledonia Line" is a main line and that these switch lamps have been assigned to Maintenance of Way employees for years. They were so assigned on the effective date of the 1951 Agreement. We believe the phrase; "... and yard or main line switch lights that are assigned to other classes." gives us sound reason to deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier has not violated the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1966.